

AO 120 (Rev. 3/04)

<b>TO:</b> <b>Mail Stop 8</b> <b>Director of the U.S. Patent and Trademark Office</b> <b>P.O. Box 1450</b> <b>Alexandria, VA 22313-1450</b>	<b>REPORT ON THE</b> <b>FILING OR DETERMINATION OF AN</b> <b>ACTION REGARDING A PATENT OR</b> <b>TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been  
 filed in the U.S. District Court SOUTHERN DISTRICT OF FL on the following ☐ Patents or ☒ Trademarks:

DOCKET NO. 10-60557-CIV-COHN	DATE FILED 4/12/2010	U.S. DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA
PLAINTIFF PUROSYSTEMS, INC.		DEFENDANT MICHAEL B. BEVILACQUA
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 1689761		PUROCLEAN
2 2977204		PUROCLEAN
3 3561928		
4 2561929		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY	<input type="checkbox"/> Amendment	<input type="checkbox"/> Answer	<input type="checkbox"/> Cross Bill	<input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK			
1					
2					
3					
4					
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT  CONSENT JUDGMENT AND PERMANENT INJUNCTION
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CLERK Steven Larimore	(BY) DEPUTY CLERK s/ L. Harris	DATE 4/12/2011
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Copy 1—Upon initiation of action, mail this copy to Director    Copy 3—Upon termination of action, mail this copy to Director  
 Copy 2—Upon filing document adding patent(s), mail this copy to Director    Copy 4—Case file copy

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 10-CV-60557-COHN/SELTZER

PUROSYSTEMS, INC., a Florida  
corporation,

Plaintiff,

vs.

MICHAEL B. BEVILACQUA,  
an individual,

Defendant.

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**CONSENT JUDGMENT AND PERMANENT INJUNCTION**

**THIS CAUSE** is before the Court on the parties' Stipulation for Entry of Consent Judgment and Permanent Injunction [DE 31]. Plaintiff, PuroSystems, Inc. ("Plaintiff"), and Defendant, Michael B. Bevilacqua ("Defendant"), having settled this action and stipulated to the relief herein, it is hereby

**ORDERED AND ADJUDGED** as follows:

1. This is an action for trademark infringement, breach of contract and fraud. This Court has subject matter jurisdiction of the matter in controversy under 15 U.S.C. § 1121 and personal jurisdiction over the parties.

2. Plaintiff is a franchisor, licensing to its franchisees a casualty mitigation and restoration business system along with the right to use Plaintiff's federally-registered trademarks, service marks, and related insignia and designs. Plaintiff owns certain registrations, including United States Patent and Trademark Office Registration Nos. 1689761 and 2977204 for the PuroClean® mark in casualty restoration and cleaning contracting services.

3. At one time, Defendant was Plaintiff's franchisee and licensed to use the PuroClean® mark pursuant to a written franchise agreement. But the parties terminated their franchise agreement in April of 2010 pursuant to a Mutual Termination Agreement.

4. Plaintiff claims that after termination of the franchise agreement Defendant made unlicensed use of the PuroClean mark, did not surrender phone numbers and contact information and facilitated the continuation of a casualty mitigation and restoration business. Plaintiff consequently sued in this Court seeking recovery of damages, an injunction against infringement and violation of the franchise agreement's restrictive covenant and specific performance.

5. After the commencement of this action and a period of discovery, the parties reached a settlement, agreeing in pertinent part to entry of a consent judgment and permanent injunction providing for the relief set forth below.

6. Accordingly, Defendant, Michael B. Bevilacqua, his agents, servants and employees, and those people in active concert or participation with them, be and hereby are **PERMANENTLY ENJOINED** from

(a) using PuroClean® and its associated slogans and designs or any trademark, service mark, logo or trade name that is confusingly similar thereto or as part of any trademark, service mark, brand name, trade name, or other business or commercial designation; and

(b) representing by words or conduct that any product made, offered for sale, sold or distributed by Defendant or that any services offered for sale, sold advertised or rendered by him, is authorized, sponsored, endorsed by, or otherwise connected in any fashion to Plaintiff or Plaintiff's franchise system.

(c) directly or indirectly, for himself, or through, on behalf of, or in conjunction with any person or legal entity, engaging in any restoration, mitigation, remediation or drying and cleaning business that is located (1) within the Zip Codes 16823, 16801, 16802, 16803 and 16844; (2) within 25 miles of the address 320 West College Avenue, Pleasant Gap, Pennsylvania; or (3) within the Protected Territory or Protected Office Location (as those terms are used in Plaintiff's franchise agreement) of any Purofirst® or

PuroClean® franchisee. The restriction of this subparagraph shall expire and be of no further force and effect on April 2, 2012, and shall not apply to teaching activities or sale and installation of new floor coverings so long as those activities are not performed in any manner for the benefit of Mammoth, Inc. and do not otherwise subvert the restrictions of this subparagraph.

(d) directly or indirectly, for himself or through, on behalf of, or in conjunction with any person or legal entity, solicit referrals or business, or accept business or referrals from any insurance company, insurance agency, third party referral service or other entity that had previously referred business to or conducted business with Defendant while Defendant was a PuroClean® franchisee. The restriction of this subparagraph shall expire and be of no further force and effect on April 2, 2012, and shall not apply to teaching activities or sale and installation of new floor coverings so long as those activities are not performed in any manner for the benefit of Mammoth, Inc. and do not otherwise subvert the restrictions of this subparagraph.

7. **IT IS FURTHER ORDERED AND ADJUDGED** that Defendant, Michael Bevilacqua, is directed to

- (a) cause to be cancelled, withdrawn, or renamed, any corporate entity or fictitious name registration utilizing the name or mark "PuroClean®," along with any licenses, permits, and related applications with governmental entities or establishments not later than thirty (30) days of the date of entry hereof;
- (b) cease any advertising, listings, and website registrations under or using the mark "PuroClean®" or any other confusingly-similar designations from all media including, but not limited to, newspapers, flyers, coupons, promotions, signs, telephone books, telephone directory assistance listings and mass mailings, all at Defendant's cost;

(c) deliver to Plaintiff's attorney, all of his contacts, including names, addresses and telephone numbers, for which his PuroClean® franchised business conducted casualty mitigation, restoration, related disaster and mold services for the 24 months preceding April 1, 2010, including all adjustors, insurance agents and customers;

(d) deliver to Plaintiff's attorney, all of the PuroClean® operations and training manuals and like materials provided to them (and all copies thereof) by Franchisor attendant to the parties' franchise relationship;

(e) assign and deliver to Plaintiff or its designee all telephone numbers he used or associated with his PuroClean® business, to include specifically but without limitation the numbers (814) 359-4100, (814) 949-6400, (813) 355-0755 and (888) 733-3999 except that Defendant may retain his personal cellular phone number ((814) 280-0972) and personal fax number ((814) 690-2600); and

(f) file with the Court and serve on Plaintiff, within thirty (30) days of the date of entry hereof, a report in writing and under oath setting forth in detail the manner and form in which Defendant has complied with the injunctive provisions of this judgment.

8. The relief awarded above is the Court's final judgment in this matter. No damages are awarded and the parties shall bear their own costs and attorneys' fees. The Clerk shall **CLOSE** this case and **DENY** any pending motions as **MOOT**.

**DONE AND ORDERED** in chambers at Fort Lauderdale, Broward County, Florida, this 11th day of April, 2011.

  
JAMES J. COHN  
UNITED STATES DISTRICT JUDGE

Copies to all counsel of record.